

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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STEVENSON PETIT,

Plaintiff,
-against-
THE DEPARTMENT OF EDUCATION OF THE
CITY OF NEW YORK,

Defendant.

**OFFER OF JUDGMENT TO
PLAINTIFF STEVENSON
PETIT PURSUANT TO
FEDERAL RULE OF
CIVIL PROCEDURE 68**

20-CV-428 (VSB)

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant, The Board of Education of the City School District of the City of New York, operating as the New York City Department of Education (“DOE”), offers Plaintiff Stevenson Petit to take judgment against DOE for the total sum of ten thousand and one dollars (\$10,001.00), plus reasonable attorneys’ fees, expenses, and costs accrued, for all claims that have been, or could have been asserted in the complaint, to the date of this offer, for Plaintiff’s claims.

This judgment shall be in full satisfaction of all federal, state, and city law claims or rights that Plaintiff may have as to damages, or any other form of relief, arising out of the alleged acts or omissions of Defendant, or any official, employee, or agent, past or present, of Defendant, the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action, from the beginning of the world to the date of Plaintiff’s acceptance of this Offer of Judgment.

This Offer of Judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability of the

Defendant or any official, employee, or agent of the Defendant or of the City of New York, or any agency thereof; nor is it an admission that Plaintiff has suffered any damage.

This Offer of Judgment may only be accepted up to and including fourteen (14) days after service of this offer. If Plaintiff does not accept this offer within fourteen (14) days after service of this offer upon him, this offer will be deemed rejected. Acceptance of this offer should be communicated in writing to the Defendant's counsel.

Acceptance of this Offer of Judgment will act to release and discharge Defendant, its successors or assigns; and any or all past and present officials, employees, representatives, and agents of Defendant, the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by Plaintiff in the above-captioned action, from the beginning of the world to the date of Plaintiff's acceptance of this Offer of Judgment.

Acceptance of this Offer of Judgment also will operate to waive Plaintiff's rights to any claim for interest on the amount of the judgment.

The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York
June 3, 2020

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By: _____ /s/
Alana R. Mildner
Assistant Corporation Counsel